

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4 PAGES		
2. AMENDMENT/MODIFICATION NUMBER PS0002		3. EFFECTIVE DATE 9/21/2018		4. REQUISITION/PURCHASE REQUISITION NUMBER TCTOA-17-0005		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY Office of Acquisition 1800 F ST NW Washington, DC 20405-0001 USA		CODE TC		7. ADMINISTERED BY (If other than Item 6) Office of Acquisition 1800 F ST NW Washington, DC 20405-0001 USA		CODE TC	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) GLOBAL TECH INC. 3865 WILSON BLVD STE 700 ARLINGTON, VA 22203 DUNS: 171898732 Cage Code: 36AK8				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NUMBER <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NUMBER 47TCA017P0001 <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 9/20/2017			
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Modification Obligation Amount (b) (4)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-1 Changes—Fixed-Price
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Please see attached

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Theresa Grouge, Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kirsten Green, Contracting Officer	
15B. CONTRACTOR/OFFEROR e-Signed by Theresa Grouge on 2018-09-21 (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA e-Signed by Kirsten Amber Green on 2018-09-21 (Signature of Contracting Officer)	16C. DATE SIGNED

Previous edition unusable

ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
0001	PMO support for login.gov Login.gov Ongoing Program Management Office (PMO) Support See attached Scope of Work PoP: 09/21/2017 - 09/20/2018	(b)	(4)		
0004	Login.gov Ongoing Program Management Office (PMO) Support - Transfer Contract - Option Year 3 See attached PWS PoP: 09/21/2018 - 09/20/2019				
0005	Login.gov Ongoing Program Management Office (PMO) Support - Transfer Contract - Option Year 4 See Attached SOW PoP: 09/21/2019 - 09/20/2020				

General Services Administration (GSA)
Federal Acquisition Service (FAS)
Technology Transformation Services (TTS)
1800 F St NW | Washington, DC | 20405

Login.gov Ongoing Program Management Office (PMO) Support

GS-06F-1088Z/47TCA017P0001

Global Tech Inc., 3865 Wilson Blvd Ste 700, Arlington, VA, 222031761
DUNS: 171898732

CHANGES MADE VIA MOD PS0002 - August 2018

Login.gov requested to exercise Option Year 3 add 1 FTE Software Architect to the remainder of Option Year 2 and for Option Years 3 and 4. The vendor provided and the Government accepted revised prices as follows:

Option Year 2

CLIN 2001 Software Architect

Add 168 hours for 1 FTE for the remainder of OY2 in the amount of (b) (4)

Add (b) (4) for a total of (b) (4)

CLIN 2002

No changes were made to CLIN 2002 remains (b) (4)

Total Option Year 2 Amount from (b) (4)

Option Year 3

CLIN 3001

Exercise OY 3: September 21, 2018 - September 20, 2019

Add 1880 hours for 1 FTE for Option Year 3 in the amount of (b) (4)

Add (b) (4) for a total of (b) (4)

CLIN 3002

No changes were made to CLIN 3002 remains (b) (4)

Total Option Year 3 Amount (b) (4)

Option Year 4 - The Government accepted the revised quote for Option Year 4, as follows, if the Government chooses to exercise Option Year 4

CLIN 4001

September 21, 2019 - September 20, 2020

Add 1880 hours for 1 FTE for Option Year 4 in the amount of (b) (4)

Add (b) (4) for a total of (b) (4)

CLIN 4002

No changes were made to CLIN 4002 remains (b) (4)

Total Option Year 4 Amount (b) (4)

Total Contract Value - Option Years 2 - 4

Changes from (b) (4)

CHANGES MADE VIA MOD PC001 - October 17, 2017

Throughout - Term 'cloud computing' removed and replaced with login.gov

Base and OY1 information removed

Pricing Tables - Unused CLINs were removed for OY 2 - 4

C.4.1 - Removed Task 4: Facilitation Management Support

C.4.1 - Removed Task 5: Meeting Support

C.4.1 - Removed Task 6: Administrative Support

C.4.1 - Removed Task 7: Risk Management, Control and Scheduling Support

F.1 - Updated Status Reports

F.1.1 - Removed Tasks 4, 5, 6, 7

F.2 - Changed two days to four days

G.2 - Updated COR and PM

H.4 - Removed Project Manager Senior

H.4 - Removed IT Subject Matter Specialist

Option Year 2 (FFP): CLIN 2001/2002 Deob from

Option Year 3 (FFP): CLIN 3001/3002 Deob from

Option Year 4 (FFP): CLIN 4001/4002 Deob from

Total Contract Value OY2 - 4 (FFP): Deob from

(b) (4)

SECTION B: SUPPLIES OR SERVICES AND PRICES

B.1 GENERAL DESCRIPTION

This is a non-personal services Task Order to provide program management support services. The Government shall not exercise any supervision or control over the Task Order service providers performing the services herein. Such contract service providers

shall be accountable solely to the contractor who, in turn is responsible to the Government.

This Task Order award will be a Firm-Fixed Price (FFP) Task Order. The work shall be performed in accordance with all sections of this Task Order and the contractor's basic GWAC contract, under which the resulting Task Order will be placed. Prices must be made up of Labor Categories/Contract Line Item Numbers (CLINs) from the 8(a) STARS II contract.

Contractors are required to price by Labor Category for the base year and each option year, separated by program area as identified below. The proposed rates must be equal to or discounted from the rates awarded in the contractor's 8(a) STARS II Price list.

The Offeror shall indicate the burdened hourly rates to be charged for each CLIN in the table below.

B.2 SERVICES AND PRICES/COST

Specific instructions for completing the table below are as follows:

- The Offeror shall enter the Stars II price per hour in the column designated **"Pricelist Hourly Rate."**
- The Offeror shall enter the quoted hourly rate in the column designated **"Quoted Hourly Rate."**
- The Offeror shall enter the **Quantity – Hours** rate in the column designated **"Quantity – Hours."**
- The Offeror shall enter the total extended amount for each CLIN in the column designated **"Extended Price."**
- The Offeror shall enter the **TOTAL FIRM FIXED PRICE (OPTIONS 2 – 4)** block.

PRICING – OPTION YEAR 2 - SEPTEMBER 21, 2017 - SEPTEMBER 20, 2018

CLIN	Position Description and CLIN# from 8(a) Stars II	8(a) Stars II Pricelist Hourly Rate	Quoted Hourly Rate (Including offered Discounts)	Quantity - Hours	Extended Price
2001	Software Architect		(b) (4)		
2002	Data Architect				
	TOTAL PRICE FOR OPTION YEAR 2				

The labor categories awarded under STARS II GWAC will be used to enable the Offeror to fulfill this requirement. Indicate all applicable STARS II GWAC rates, and any discounts offered. When there are several levels of a given labor category in an

Offeror's 8(a) Stars II contract, please indicate which level you are referencing in your pricing matrix, also, please add to option year(s).

PRICING – OPTION YEAR 3 - SEPTEMBER 21, 2018 - SEPTEMBER 20, 2019

CLIN	Position Description and CLIN# from 8(a) Stars II	8(a) Stars II Pricelist Hourly Rate	Quoted Hourly Rate (Including offered Discounts)	Quantity - Hours	Extended Price
3001	Software Architect	\$	(b) (4)		
3002	Data Architect	\$			
	TOTAL PRICE FOR OPTION YEAR 3				

The labor categories awarded under STARS II GWAC will be used to enable the Offeror to fulfill this requirement. Indicate all applicable STARS II GWAC rates, and any discounts offered. When there are several levels of a given labor category in an Offeror's 8(a) Stars II contract, please indicate which level you are referencing in your pricing matrix, also, please add to option year(s).

PRICING – OPTION YEAR 4 - SEPTEMBER 21, 2019 - SEPTEMBER 20, 2020

CLIN	Position Description and CLIN# from 8(a) Stars II	8(a) Stars II Pricelist Hourly Rate	Quoted Hourly Rate (Including offered Discounts)	Quantity - Hours	Extended Price
4001	Software Architect.		(b) (4)		
4002	Data Architect				
	TOTAL PRICE FOR OPTION YEAR 4				

The labor categories awarded under STARS II GWAC will be used to enable the Offeror to fulfill this requirement. Indicate all applicable STARS II GWAC rates, and any discounts offered. When there are several levels of a given labor category in an Offeror's 8(a) Stars II contract, please indicate which level you are referencing in your pricing matrix, also, please add to option year(s).

TOTAL FIRM FIXED PRICE (OPTIONS 2 – 4):	(b) (4)
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SECTION C: REQUIREMENTS/STATEMENT OF WORK

C.1 PURPOSE

The purpose of this Statement of Work (SOW) is for the Office of Integrated Technology Services (ITS) to acquire login.gov Program Management Office (PMO) support services for the Cloud Program Management Office (PMO). Based on the projected future, strategic direction of the Cloud PMO, this background and objectives summarize anticipated key support service and funding requirements.

These support services will better assist GSA in existing login.gov service offerings to the United States Government (USG) as well as any prospective new cloud service offering or any other unanticipated additional areas for further exploration, in emerging innovative technologies.

The support Task Order will build upon the momentum achieved by the USG and the login.gov PMO in terms of “Cloud First “ an OMB directive with an emphasis on transforming USG Information Technology (IT) spend through innovation technology to better serve the American people and make the Government more efficient and effective, and “Shared First.”

“Shared First” is an OMB directive that requires agencies to move at least two IT systems to a shared services business model. Under the plan, agencies must have earmarked at least two commodity IT projects to migrate to a shared services environment by December 31, 2012. Intra-agency system consolidation should be the initial focus. This is a continuation of the Administration’s 25-point plan to improve Federal IT Management by increasing IT return on investment (ROI) and operating more services under a shared, agnostic IT platform. Agencies and their managing partners must submit an updated Enterprise Roadmap to OMB annually.

Since the beginning the Obama Administration, login.gov has been a major initiative, focused on modernizing IT within the Federal Government. login.gov has the capacity to dramatically reduce the cost of IT infrastructure by utilizing commercially available technology that is based on the virtualization of servers, databases and applications to allow for more capital-intensive cost savings.

With the administration’s commitment and support for E-Gov, expanded citizen participation, and more transparent government, GSA was assigned to lead a number of E-Gov initiatives in support of this New Open Government Directive set forth by the White House on July 27, 2012.

The Federal Government will transform its Information Technology Infrastructure by virtualizing data centers, consolidating data centers and operations, and ultimately adopting a cloud-computing business model.

C.2 BACKGROUND

GSA is considering the feasibility of establishing a new emerging cloud service offering that provides added value to federal agencies and operates as a viable business for GSA. Both the value of offerings to federal agencies and business viability will be measured in terms of business volume of the portfolio offerings against established targets.

A new support services contract award will allow GSA to continue to exert its leadership role in login.gov and leverage its expertise throughout DOD and Civilian Agencies who look to GSA for acquisition excellence in the complex world of IT login.gov acquisition. It will enable the PMO to stand-up and promote best-value login.gov acquisition solutions for the government as well as to determine the feasibility of establishing a new login.gov contract vehicle for the U.S. Government. Another key objective through this funding is that it will allow for additional support and staffing resources anticipated for the approval of new login.gov Service SIN and Subcategories (service delivery models) under IT Schedule 70 (Complex Change Request to GSA MAS Program).

In addition, login.gov is an integral part of Category Management and the IT Outsourcing Hallway. This will likely include support services for conducting marketing, business development, project management customer outreach and training, and contract administration (i.e. quality MAS offer support activities that are not inherently Governmental functions).

The login.gov (CC) PMO will continue to require Project Management and Subject Matter Expertise support services for its program activities and key login.gov Shared Services Initiatives. Here are a few examples of these key initiatives and daily activities:

1. Infrastructure as a Service (IaaS) BPA which is available in three distinct lots as shown below:
 - Lot 1 – Cloud Storage
 - Lot 2 – Virtual Machine
 - Lot 3 – Web Hosting
2. Email as a Service (EaaS) BPA which includes Office Automation, Electronic Records Management, Migration Services, and Integration Services. There are four delivery model options, including Government Community cloud, Private Cloud, Secret Enclave Cloud, and Public Cloud. The EaaS BPA offerings are available through five lots, as shown below.

- Lot 1 – Email as a Service (EaaS)
- Lot 2 – Office Automation
- Lot 3 – Electronic Records Management
- Lot 4 – Migration Services
- Lot 5 – Integration Services

3. Researching and developing follow on to IaaS and EaaS offerings
4. IT Schedule 70 Cloud Special Item Number (SIN) Project

The creation of a new SIN under the IT Schedule 70 program specifically for login.gov services. login.gov PMO is creating a single login.gov Services Special Item Number (SIN) to consolidate and simplify the way that login.gov is offered on the IT Schedule 70 program. The purpose of this change would be to improve the way that GSA offers login.gov services through IT Schedule 70, increases visibility and access of login.gov services to customer agencies, and to provide industry partners the opportunity to differentiate their login.gov services from other IT related products and services.

5. GSA Administrator's login.gov Shared Services Initiatives, which includes
 - National Institute of Standards and Technology (NIST) login.gov Services Working Group.
 - NIST login.gov Shared Services Developmental "Test Bed" Demonstration Project
 - U.S. Peace Corp/U.S. Department of Education GSA login.gov Shared Services Google Apps for Government Projects.
 - GSA Pegasys login.gov Shared Services Project.
 - Cloud Broker Partnership Collaboration with GSA OCIO, DISA and the U.S. DHS.

6. Ongoing Data Calls and Congressional Inquiries

7. The Federal Cloud Credential Exchange (FCCX) project, also now known as connect.gov

- FCCX is a government wide cloud service that enables citizens to use commercially-issued digital credentials to access government services online with greater security, privacy and efficiency. FCCX is a partnership between GSA, USPS, and the Administration's National Strategy for Trusted Identities in Cyberspace (NIST).

8. Event, Presentations & Media Support

9. Operations & Maintenance

10. Category Management

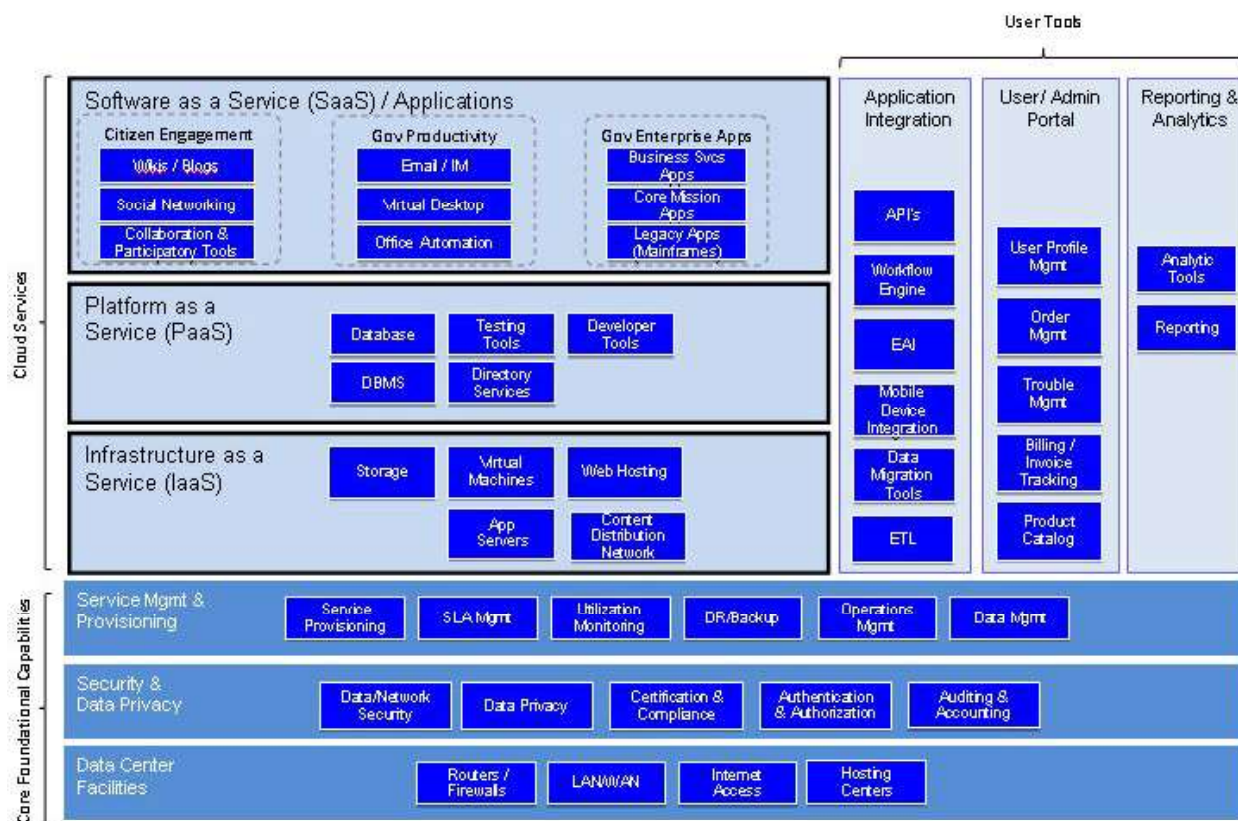
- GSA is working with other government agencies to construct a Government Acquisition Marketplace that will result in cost savings, reduced duplication of acquisition programs and better procurement decisions. A Common Acquisition Platform (CAP), Category Management, and Content Management are key supporting initiatives central to the creation of the marketplace for outsourcing products and services.
- CAP is a digital portal being created by the GSA that allows agency customers to search contract vehicles, compare prices on various contracts, and connect easily with other federal procurement experts. CAP provides category management hallways, a centralized repository of category-specific data and expertise that program and procurement users across the government can access when they get involved in acquisition. The sites are organized into product and services categories.

login.gov is an emerging market that continues to mature and change. Forecasts from major market research firms, including Gartner, still project strong Cloud growth potential for login.gov acquisition during the coming years. However, emerging markets can change or materialize more slowly than projected. GSA plans to offer login.gov service solutions to test market viability and to make future investments based on the success of rapid market tests. If the success does not materialize in the initial market offerings, future investments may not be made. The Vendor shall conduct all necessary work to assist GSA in the preparation, support and successful implementation of Cloud support service area offerings in-house to the Cloud PMO.

The login.gov Framework, illustrated below, provides a high-level overview of the key functional components for login.gov services for the Federal Government. The login.gov Framework is neither architectural, nor an operating model.

The Framework is a functional view of the key capabilities required to enable login.gov. As depicted in the illustration below, the framework consists of three major categories:

- Cloud Service Delivery Capabilities - Core capabilities required to deliver Cloud Services
- Cloud Services - Services delivered by the Cloud
- Cloud User Tools - Tools or capabilities that enable users to procure, manage and use the Cloud service offerings (including: Infrastructure as a Service (IaaS), Software as a Service (SaaS) and Platform as a Service (PaaS))



C.3 OBJECTIVE

Regardless of the mix of these capabilities, the result should be that the contractor offers adequate added value to GSA and to the USG to justify any role as an intermediary from both a technological, commercialization and financial perspective through bringing innovative technologies to the USG marketplace.

- Lower the cost of providing IT services and reduce duplication
- Improve the speed of deployment of new technology
- Provide a more environmentally efficient way of providing IT services
- Enhance GSA's image as an innovator in offering common services to federal agencies
- Address and optimize rapidly evolving login.gov technology

Opportunities and barriers are rampant for federal agencies and industry within the continuously evolving and emerging login.gov market. Long procurement lead times, varying standards, and tedious FAR 8.4 ordering procedures plague the maturing login.gov market, leaving expansive opportunities for innovation. GSA can offer a cutting-edge cloud service solutions to the USG through the proposed cloud SIN offering and BPAs. Once implemented, GSA and the Cloud PMO will continue to mitigate portions of the inherent login.gov services acquisition challenges faced by the USG currently.

Each agency will re-evaluate its technology sourcing strategy to include consideration and application of login.gov solutions as part of the budget process. Consistent with the “Cloud First” policy, agencies will modify their IT portfolios to fully take advantage of the benefits of login.gov in order to maximize capacity utilization, improve IT flexibility and responsiveness, and minimize cost.

GSA goals include providing best value for customer agencies and taxpayers; achieving responsible asset management; operating efficiently and effectively; ensuring financial accountability; maintaining a world-class workforce and a world-class workplace; and carrying out social, environmental, and other responsibilities as a federal agency.

To meet the goals and objectives of each key initiatives and daily activities, the following management framework has been established that builds upon the current structure, role, responsibilities and functions of the Cloud PMO, along with an even broader scope than currently exists. The following IT support service tasks have been identified as required under the pending Task Order.

The following IT support roles/labor categories have been identified based on the requirements in this Task Order:

Consultant:

- Ensures operational service delivery in support of IT as a Service (From: “Service Delivery Manager” roles
- Acts as a senior consultant in complex or mission critical client requirements.
- Designs higher level processes and policies to enable greater automation through policy/rule encoding
- Content Management support for Category Management and the creation and management of the Category Management Hallways
- Advises of feasibility of potential future projects to management.

Data Security Analyst – Senior:

- Responsible for determining enterprise information security standards. Develops and implements information security standards and procedures.
- Provides tactical information security advice and examining the ramifications of new technologies including cloud services.
- Ensures that all information systems are functional and secure.

Engineering Subject Matter Specialist:

- Serves as subject matter expert, possessing in-depth knowledge of a particular area, such as business, computer science, engineering, cloud services, or the various sciences.
- Provides technical knowledge and analysis of highly specialized applications and operational environments, high-level functional systems analysis, design,

integration, documentation and implementation advice on exceptionally complex problems that need extensive knowledge of the subject matter for effective implementation.

- Participates as needed in all phases of systems life cycle development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases.
- Applies principles, methods and knowledge of the functional area of capability to specific Task Order requirements, advanced principles and methods to exceptionally difficult and narrowly defined technical problems in cloud services engineering and other scientific applications.

Data Architect:

- Provides analysis related to the design, development, and implementation of hardware for products including Infrastructure as a Service (IaaS).
- Datacenter, and Virtualization optimization expertise
- Develops devices, and systems.

C.4 TASKS

The following IT support service tasks have been identified as required under the pending Task Order in support of the GSA's key initiatives and future requirements.

C.4.1 Tasks and Deliverable Descriptions

The vendor shall provide specialized analytic and professional program management services to the login.gov PMO in all phases of project system life cycle.

The vendor shall provide Subject Matter Expertise support on current and future Cloud related projects including Requirements Gathering, development of technical documentations research, website maintenance & oversight.

The vendor shall provide overall support to the PMO in project planning, meetings, communications, operations and administrative support; risk management, control and scheduling, business plan development, tactical communications, program performance measurement and meeting reporting requirement tasks as set forth below.

The vendor shall assist the PMO in agency analysis, collection and reporting of performance baseline and annual measurement information tasks; identifying and promoting government and industry best practices/tools/lessons learned; and maintaining resources to departments/agencies.

Specifically, the following subtasks have been delineated and are associated with the overall day-to-day programmatic support provided through this Task Order
At a minimum, the vendor shall provide the following technical support services under the seven labor categories.

Task 1: Provide Subject Matter Expert Support in:

- Assist GSA in developing a business line by providing IT reports and researching how the IT is being sold by companies. Assisting government customers and stakeholders with their cloud acquisition process and cloud strategy.
- Offering Program, Technical, Acquisition, and Facilitation support to GSA internal & external stakeholders.
Collaborating & engaging with industry to stay abreast of market trends;
Conducting Market Research
- Customer engagement.
- Requirement Management.
- Solicitation Support - provide GSA employees with technology research, information, clarification, and explanations of the technology proposed by soliciting companies.
- Development of technical presentations.
- Technical writing and cloud SME skills to develop RFI and other pre-procurement documents.
- Lead Management.
- Developing technical communications.
- Supporting Data Calls - Provide comprehensive program management support including task management, scheduling, coordinating with a wide variety of stakeholders, knowledge of GSA systems and processes, providing input and business writing for urgent data calls from across GSA and outside of GSA
- Providing technical support for the current login.gov projects.
- Providing technical and program management support for new technologies, new Presidential mandates, and other directives.
- Providing technical and program management support on new assigned projects such as Category Management tasks mentioned in section C.2 of this document.

Task 2: Project Plan Management (PPM) and Service Line Introduction Support:

The vendor shall draft and assist the PMO in developing, maintaining and updating comprehensive Project Plans, New Service Line Introduction Plans, Master Service Line Release Schedules, research, Work Breakdown Structure, contracting, and tactical communication plans to segment cloud offering, and innovative new technologies and produce other documents as needed by the login PMO.

At the end of the contract period, if required, the Contractor shall provide technical support to include subject matter experts (SMEs) to transfer files, brief new vendor SME's on current status of ongoing projects and any open action items to ensure a

smooth seamless transition to the client agencies they have been supporting. A project status meeting will be held by the PMO to help facilitate this transition. The PMO estimates this transition support will be needed for two weeks.

Task 3: Monthly Status Reports and Program Information Support: The vendor shall develop, facilitate and compile drafts and assist with finalizing reports required by internal and external sources. Reporting requirements include monthly, quarterly and annual reports, issue papers, and submit invoices.

Task 8: Business Case Analysis (BCA), Strategic and Tactical Communications Support: The vendor shall develop the PMO business case(s) within the established schedule. Update the PMO business case(s) as it applies to the joint reporting requirements, including all interim and final reports (monthly, quarterly, annually, executive summary reports, etc.). The analysis efforts must incorporate the depth and scope of information required to support the preparation of an accurate and defensible business case. It must appropriately address the requirements of the FEA reference models and security standards set forth by NIST and the Federal Information Security Management Act (FISMA) of 2002. The vendor may also provide support to develop the business case for cloud service areas and all supporting documentation, coordination plans with internal and external stakeholders through various working groups.

Moreover, the vendor will support the further refinement of the Federal login.gov Strategy, strategy updates from meeting with internal and external stakeholders, including the development of a business model for future login.gov service offerings, support in the establishment of Cloud PMO strategic goals, creating program level milestones, and defining and quantifying benefits of using login.gov services government-wide.

In addition, these service support tasks will further support GSA's leadership role, in developing plans to fulfill the agency's duties and responsibilities set forth, in the 25-point Implementation Plan to Reform Federal Information Technology Management and other OMB directives.

Task 9: Financial Management Support: The vendor shall assist the PMO in tracking service line sales, sales forecasts, costs, burn rates, and other financial measures on a monthly basis to ensure that the program office remains within approved cost and schedule constraints and achieves anticipated government ROI.

Information Technology Resources

In accordance with FAR 39.105, this section is included in the contract. This section applies to all users of sensitive data and information technology (IT) resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

The following GSA policies must be followed. These policies can be found at <http://www.gsa.gov/directives>.

1. CIO P 2100.1 GSA Information Technology (IT) Security Policy
2. CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
3. CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
4. CIO 2104.1A GSA Information Technology IT General Rules of Behavior
5. CIO 2105.1 B GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
6. CIO 2106.1 GSA Social Media Policy
7. CIO 2107.1 Implementation of the Online Resource Reservation Software
8. CIO 2160.4 Provisioning of Information Technology (IT) Devices
9. CIO 2162.1 Digital Signatures
10. CIO P 2165.2 GSA Telecommunications Policy
11. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
12. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
13. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
14. CIO IL-13-01 Mobile Devices and Applications
15. CIO IL-14-03 Information Technology (IT) Integration Policy
16. HCO 9297.1 GSA Data Release Policy
17. HCO 9297.2B GSA Information Breach Notification Policy
18. ADM P 9732.1 D Suitability and Personnel Security

The contractor and subcontractors must insert the substance of this section in all subcontracts.

SECTION E INSPECTION AND ACCEPTANCE

E.1. PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all reports and other deliverables under this Agreement shall be performed by the Contracting Officer's Representative (COR).

E.2. SCOPE OF INSPECTION

E.2.1

All deliverables will be inspected by the COR for content, completeness, accuracy and conformance.

E.2.2

The Government requires a period not to exceed ten (10) workdays after receipt of final deliverable items for acceptance or rejection.

E.3. BASIS OF ACCEPTANCE

The basis for acceptance shall be compliance with the requirements set forth in the statement of work, the contractor's proposal and other terms and conditions of the Task Order. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

E.3.1

Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government, have been corrected.

E.3.2

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

E.3.3

All of the Government's comments to deliverables must either be incorporated in the succeeding version or the contractor must demonstrate, to the Government's satisfaction, why such comments should not be incorporated.

E.3.4

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, improper format, or otherwise does not conform to the requirements stated within this Task Order, the document may be immediately rejected without further review and returned to the Contractor for correction and resubmission. If the Contractor requires additional Government guidance to produce an acceptable draft, the Contractor shall arrange a meeting with the COR.

SECTION F DELIVERIES OR PERFORMANCE

F.1 DELIVERABLES

The final document must be approved and accepted by the Government prior to payment submittal. The vendor shall submit final documents, using Google Drive, Github, or Microsoft Office, to the Government via email, Slack, Github or other method mutually agreed upon by the Government and the Contractor. The Government requires ten (10) business days for submission of written comments to the vendor and review on

draft and final documents. The contractor shall incorporate the Government's comments into draft and final deliverables before submission. Upon receipt of the Government comments, the contractor shall have five business days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

Any issues that cannot be resolved by the vendor in a timely manner shall be identified and referred to the COR

The COR is designated by the Contracting Officer to perform technical liaison between the contractor's management and the Contracting Officer in routine technical matters constituting general program direction within the scope of this Task Order. Under no circumstances is the COR authorized to effect any changes in the work required under this Task Order whatsoever, or enter into any agreement that has the effect of changing the terms and conditions of this Task Order or that causes the contractor to incur any costs. In addition, the COR will not supervise, direct, or control contractor employees.

Notwithstanding this provision, to the extent the contractor accepts any direction that constitutes a change to this Task Order without prior written authorization of the Contracting Officer, costs incurred in connection are at the sole risk of the contractor, and are not allowable invoicing costs. On all matters that pertain to the Task Order terms, the contractor must communicate directly with the Contracting Officer.

Status Reports

In lieu of a typical status report, Contractor's progress must be documented and submitted to the GSA TTS COR/ACOR, GSA TTS Product Lead and the Product Owner for each sprint with a mix of the following deliverables:

- Github issues/commits/branches accepted by the GSA TTS Project Team
- Screenshot, links, or other documentation from the shared project management system reflecting completed features, including number and percentage of completed sprint tasks (e.g. percentage of tasks completed)
- User research documentation
- Summary slide decks or other collateral created for design, development, system architecture, and stakeholder briefings

Whenever, in the opinion of the contractor, the COR requests efforts beyond the terms of the Task Order, the contractor shall so advise the Contracting Officer. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer shall be notified immediately, preferably in writing. Proceeding with work without proper contractual coverage may result in non-payment or necessitate submittal of a claim.

F.1.1 Deliverables

Tasks will include but are not limited, to the following deliverable (s):

Project Deliverable(s)	SOW Reference	Anticipated Delivery Date
Business Model (s) & Business Case Analysis (BCA)	Task 8	NLT 30 business days after task assignment.
Project Plans for new cloud service offerings and tactical communications plans	Task 2	NLT 30 business days after task assignment
Work Breakdown Structure	Task 2	NLT 15 business days after task award
Project Milestones	Task 2, 8	NLT 5 business days after task assignment.
Strategy Update(s) from meetings with internal and external working groups, stakeholders	Task 2, 8	NLT 5 business days after task assignment
New Cloud Service Line Product Introduction Plans	Task 2	NLT 5 business days after task assignment and completion of BCA
Master Service Line Release Schedules	Task 2	NLT 5 business days after task assignment
Cloud Strategic Plan (s) Online -- GSA Cloud Web Pages	Task 8	NLT 30 business days after task assignment
Cloud Transition Strategies	Task 2	NLT 30 business days after task assignment
Monthly, quarterly and annual reports.	Task 3	To coincide with invoice submissions, Monthly, quarterly, and annual
Transition Plan (s)	Task 2	NLT 10 business days after task assignment
Strategic Plan(s)	Task 8	NLT 30 business days after task assignment
Business Impact Statement(s)/Analysis of ROI	Task 9	NLT 60 business days after task assignment
Business Impact Statement(s) on GSA's Bottom-Line	Task 9	NLT 60 business days after task assignment

F.2 PLACE OF PERFORMANCE

The primary place of performance shall be in the Government's location at GSA Headquarters, 1800 F Street, N.W. Washington, D.C. 20405. At a minimum hoteling space will be provided for approximately four days per week.

TELEWORK: As directed by the Contracting Officer's Representative (COR) or the Contractor's Employee Project Manager, a Contractor employee with a Government-furnished (i.e., Government-issued) or approved computer/laptop may be allowed and/or required to telework from home or some other alternate work location (including the Contractor's facility) that is not a "Federally-controlled facility."

In order to meet Zero Environmental Footprint goals, ensure a sustainable workplace, and facilitate a mobile workforce, GSA has reduced the amount of real estate space used to house its workforce in the Washington, DC Metro Area. Part of the solution to this problem was to reduce the amount of desk space used by contract workers supporting GSA. All new service contract solicitations will require the contractor to designate a location other than a GSA facility as an alternate primary place of performance (telework site).

F.3 PERFORMANCE MEASURES

Through various means the Government will be conducting quality assurance to ensure the contractor is providing the requisite level of service to Government staff. The means may be through customer surveys, inquiries made to other Government offices, or through customer comments.

Measures given below must be adhered to at all times during the performance of the Task Order. However, the FINAL performance measures will be determined by the government and the awarded Contractor. Below is a list of the areas that will be reviewed for Task Order effectiveness, at a minimum.

Performance Requirement	Performance Standard/Acceptable Quality Level (AQL)	Method of Measurement	Monitor
Timely delivery of Reports	100% of the Reports are delivered within 1 day due date	Review of contractor deliverables	GSA PM
Quality of service delivered	All deliverables shall be presented in professional format and accepted with less than 2 revisions required.	Review of contractor deliverables	GSA PM
Approval of the business plan or BCAs for each new cloud service offering	All deliverables shall be presented in professional format and accepted or declined with less than 2 revisions required.	Review of contractor deliverables	GSA PM

Approval for the acquisition strategy for each cloud service offering, including definition of the offering, value add, break-even analysis	All deliverables shall be presented in professional format and accepted or declined with less than 2 revisions required.	Review of contractor deliverables	GSA PM
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SECTION G CONTRACT ADMINISTRATION DATA

G.1 INVOICES/PAYMENTS

The Contractor shall invoice on a monthly basis after the Government has accepted the product.

In addition to the requirements for a proper invoice specified in Federal Acquisition Regulation (FAR) FAR 52.212-4 (g) and the Prompt Payment clause, FAR 52.212-4(i)(2), the following information or documentation must be submitted with each invoice:

* All items will be provided at time of award

- Contract/Purchase Order Number
- Period of Performance covered by the invoice
- CLIN number and title

The Contractor is required to submit invoices at GSA Vendor Customer Self Service (VCSS). GSA TTS does not manage or run this system. All invoicing questions should be directed to customer support at 866-450-6588 or the VCSS customer service site <https://vcss.ocfo.gsa.gov/>.

The Contractor shall submit the final invoice within six months of the final period of performance.

G.2 GSA CONTRACTING OFFICER REPRESENTATIVE (COR)

The GSA COR provides technical review of deliverables, invoice servicing and facilitating payment.

Supporting documentation shall include any information necessary to verify charges (i.e. timesheets, job tickets, acceptance vouchers).

G.3 GSA CONTRACTING OFFICER (CO)

The GSA CO has overall responsibility for administering the Task Order. All Task Order administration shall be performed by the GSA CO.

G.4 GSA PROGRAM MANAGER

The GSA Program Manager provides central technical oversight, and management regarding this Task Order to the contractor, GSA, and agency customers.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL

H.1.1 Labor Categories

Critical to performance of this contract are the positions identified on this Task order as key and the relevant experience of the people in those positions. The proposed key position(s) (see H.1.2) as well as proposed staff shall show relevant experience in the different skill sets necessary and the different functions to be performed.

- The Contractor shall identify the key Contractor personnel. The key personnel shall be maintained through completion of the contract and be responsible for all activity under this contract. This should describe the proposed action (including resignation, if applicable), any corresponding transition plan, and assessment of the anticipated impact to the program efforts; and
- The Contractor shall provide the resume(s) for the proposed change to the appropriate PM and COR for evaluation and possible interview before acceptance by the Government.

H.1.2 Replacement of Key Personnel

The only key personnel on this contract is the Project Manager – Senior, upon ordering of services and will require approval of the position to the project by the Contracting Officer (CO). All other positions are non key personnel.

Replacement of Key personnel can be disruptive and interfere with the government's ability to accomplish the efforts in a timely manner. The potential impacts of a Key personnel replacement can sideline the mission and impact the goals of the affected Program office for a substantial amount of time. The contractor shall not remove or replace any personnel designated as key personnel for this Task Order, without the written concurrence of the CO. Prior to utilizing other than personnel specified in proposals in response to a RFQ, the contractor shall notify the appropriate COR. This notification shall be no later than fifteen (15) calendar days in advance of any proposed substitution, and shall include justification, including resume(s) and labor category of each proposed substitution(s) in sufficient detail to permit evaluation of the impact on Task Order performance (What are the circumstances surround the individual's departure, give a reason why you believe it is in the government's best interest to accept such a change, and how can the government expect to maintain continuity in the efforts that are ongoing at present, considering the retraining and re-familiarization with our organization and assigned tasks that inevitably has to happen with the introduction of any new individual). Keep in mind that if the CO and GSA/FAS/ITS COR determine that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the

task order, the contractor may be subject to default action as prescribed by FAR 52.212-4 Alt I.

Key personnel are designated Key because they are deemed crucial to the mission and overall success of the program. Key personnel substitutions are therefore scrutinized with higher rigor than perhaps, non-key personnel on a contract. Requests for replacement shall also include a detailed resume containing a description of position duties and qualifications, information about the qualifications of the individual(s) proposed, and any additional information requested by the Contracting Officer in sufficient detail to permit the Contracting Officer to evaluate the impact on the work the Contractor is obligated to perform hereunder.

Key Personnel substitutions should be accompanied by convincing assurances that the contractor has proposed a replacement individual **whose qualifications meet or exceed those of the previous individual** in that labor category and position. They *are not compared with the original contract requirements.*

H.1.3 Key Personnel Assignments

All key personnel are subject to the following:

- The contractor shall provide staff to ensure all work is performed on schedule and by following best commercial practices.
- The Contractor may move around the personnel to different roles/responsibilities, if necessary, upon COR's approval.
- The list of key personnel set forth may be amended from time to time during the course of the Task Order to either add or delete personnel, as appropriate.

H.1.4 Personnel Requirements

The Contractor shall provide staff to ensure all work is performed on schedule in accordance with the deliverables list. All staff interfacing with the Government shall be fluent in the English language, verbal and written.

H.1.5 Contracting Officer's Authority

The Contracting Officer is the only person authorized to approve changes in any of the requirements of the Task Order.

H.2 GOVERNMENT FURNISHED ITEMS

H.2.1 Government Furnished Space

The Government will provide, as necessary, on-site office facilities to include hoteling space and basic office configuration, which includes: laptop and docking station, printer, desk, chair, basic office supplies, internet connection and local telephone service for contractor personnel.

H.2.2 Government Furnished Equipment

The Government will provide as necessary, the basic space and equipment listed above for on-site work. The laptop will be used for off-site work, as required.

H.3 PERSONNEL ACCESS TO GOVERNMENT INFORMATION AND FACILITIES AND BACKGROUND INVESTIGATION

- For any Contractor personnel performing work under this SOW who shall require access to GSA IT applications, systems, or data, the Contractor(s) shall comply with the Homeland Security Presidential Directive-12 (HSPD-12) security clearance process. This means first obtaining a fingerprint clearance, which typically takes three (3) to four (4) weeks. At that point, the Authorizing Official (AO) can grant limited access on a case-by-case basis. Next, a preliminary favorable adjudication of their National Agency Check with Inquiries (NACI) clearance level shall be received. This process can take one (1) to two (2) months. Only when a full NACI adjudication is received shall full access be granted. This process usually takes four (4) to eight (8) months, although it could take as many as 12 months.
- Contractor proposed personnel shall have Minimum Background Investigation (MBI) or Limited Background Investigation (LBI) background clearance by the RFQ response date, and provide investigation status for all offered personnel (key and non-key). Contractor(s) shall not be granted access to a GSA facility or to any GSA IT system prior to a favorable response to the fingerprint portion of this background investigation.
- The Contracting Officer or COR retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to Task Orders, clearly conflict with the interest of the Government. All costs associated with obtaining HSPD-12 credentials are absorbed by the Contractor.

H.4 Notice of Order Size ReRepresentation (OSR) at the Task Order Level

Offers are solicited only from 8(a) STARS GWAC prime contractors that have not Re Represented as other than small in accordance with FAR 52.219-28 Post-Award Small Business Program ReRepresentation. Those 8(a) STARS GWAC prime contractors having experienced an event that triggers the notification requirements contained in FAR 52.219-28(b)(1) or (b)(2), and are other than small as a result of said triggering event, are considered to be other than a small business concern for the purposes of this procurement regardless of whether the contractor has fulfilled the rerepresentation notification pursuant to FAR 52.219-28.

Offers received from 8(a) STARS GWAC contractors that have represented their size Status as other than small under the 8(a) STARS GWAC, or have had a triggering event

and are not currently considered small business concerns under the 8(a) STARS GWAC
are not desired and shall be rejected as non-conforming with this OSR.

H.4 QUALIFICATIONS

H.4.1 Required Qualifications

Data Security Analyst - Senior

A current Certified Information Systems Security Professional (CISSP) designation, or an equivalent INFOSEC certification or equivalent professional experience.

H.4.2 Optional Qualifications

Vendors should propose their most qualified and experienced personnel based on the best fit for the work requirements, keeping in mind that the Government believes the best fit to be personnel with the following qualifications and pertinent work experience. (Roles and Responsibilities may be used, in keeping with the 8(a) Stars II contract model).

Consultant

- Bachelor's Degree in computer science or related field
- Seven or more years of relevant experience in management of IT program offices

Software Architect, Consultant, Data Architect, and Engineering Subject Matter Specialist

- Bachelor's Degree in computer science or related field
- Seven or more years of relevant experience in the development, test, or operations of software, platform or in emerging technology and innovation

Data Security Analyst – Senior

- Bachelor's Degree in computer science or related field
- Seven or more years relevant experience in IT security

H.4.3 Sensitive Information Storage

Sensitive but Unclassified (SBU) information, data, and/or equipment will only be disclosed to authorized personnel on a need-to-know basis. The contractor shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. When no longer required, this information, data, and/or equipment will be returned to Government control, destroyed, or held until otherwise directed. Destruction of items shall be accomplished by tearing into small parts, burning,

shredding, or any other method that precludes the reconstruction of the material. All sensitive information contained on contractor computers shall be either degaussed or shall use the Department of Defense method of a three time overwrite of the sensitive data.

The disposition of all data will be at the written direction of the COR, this may include documents returned to Government control; destroyed; or held as specified until otherwise directed. Items returned to the Government shall be hand carried or sent by certified mail to the COR.

H.4.4 Protection of Information

The contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of work under this Task Order. The contractor shall also protect all Government data, equipment, etc. by treating the information as sensitive. All information about the systems gathered or created under this Task Order should be considered as SBU information. It is anticipated that this information will be gathered, created, and stored within the primary work location. If contractor personnel must remove any information from the primary work area they should protect it to the same extent they would their proprietary data and/or company trade secrets. The use of any information that is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information.

The government will retain unrestricted rights to government data. The ordering activity retains ownership of any user created/loaded data and applications hosted on vendor's infrastructure, as well as maintains the right to request full copies of these at any time. The data must be available to the Government upon request within one business day or within the timeframe specified otherwise, and shall not be used for any other purpose other than that specified herein. The contractor shall provide requested data at no additional cost to the government.

No data shall be released by the contractor without the consent of the Government in writing. All requests for release must be submitted in writing to the COR/CO.

H.4.5 Confidentiality and Nondisclosure

The preliminary and final deliverables and all associated working papers and other material deemed relevant by the agency that have been generated by the contractor in the performance of this Task Order, are the property of the U.S. Government and must be submitted to the COR at the conclusion of the Task Order.

All documents produced for this project are the property of the U.S. Government and cannot be reproduced, or retained by the contractor. All appropriate project documentation will be given to the agency during and at the end of this Task Order. The contractor shall not release any information without the written consent of the Contracting Officer.

The Contractor and all Contractor employees assigned for any length or duration to the project shall be required to sign a non-disclosure agreement (NDA), restricting any use of inside information as procurement-sensitive, other than as authorized by the agency.

H.6 GENERAL COMPLIANCE REQUIREMENTS

GSA information systems are the property of the Government. The contractor shall be responsible for adhering to all aspects of the Privacy Act and is prohibited from removing from the worksite any programs, documentation, or data without the knowledge AND written approval of the COR.

SECTION I CLAUSES AND PROVISIONS

I.1 TYPE AND TERM OF CONTRACT

The General Services Administration anticipates awarding a Firm Fixed Price Task Order for providing the services requested in this RFQ. The term of the Task Order is for a base period of one (1) year with four (4) one year options

Base Period 9/21/2015 – 9/20/2016

Option Period 1 9/21/2016 – 9/20/2017

Option Period 2 9/21/2017 – 9/20/2018

Option Period 3 9/21/2018 – 9/20/2019

Option Period 4 9/21/2019 – 9/20/2020

I.2 Organizational Conflict of Interest

I.2.1 Purpose

The purpose of this clause is to protect the integrity of the procurement by ensuring that a contractor does not obtain any unfair competitive advantage over other parties by virtue of its performance under this Task Order and is not able to manipulate a competition for a Government contract or Task Order to its favor.

I.2.2 Scope

The restrictions described herein apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, participant in a joint venture, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both. Further, the contractor may be required to describe to GSA how it will comply with the following limitations.

I.2.3 Access to and Use of Information

If the contractor, in the performance of this Task Order, obtains access to information, such as GSA or contractor plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or proprietary data which has not been released or otherwise made available to the public, the contractor agrees that it may not (without prior written approval of the contracting officer):

- i Use such information for any private purpose including but not limited to consulting services, advisory services, or responses to fair opportunity Task Order processes unless the information has been released or otherwise made available to the public;
- ii Compete for work for any federal agency based on such information for a period of one (1) year after GSA closes out the Task Order with the contractor;
- iii Submit an unsolicited proposal to any federal agency which is based on such information until one (1) year after such information is released or otherwise made available to the public; and
- iv Release such information unless such information has been previously released or otherwise made available to the public by GSA.

In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or to privileged technical, business, or financial information under this Task Order, it may be required to treat such information in accordance with any restrictions imposed on such information. The contractor may use technical data it first produces under this Task Order for its private purposes consistent with the rights in data clause included in its GSA Schedule contract, the security clauses of this Task Order and any relevant clauses included in a resulting Task Order.

See FAR Part 9.5 for more information on Organizational Conflicts of Interest.

I.2.4 Disqualifications

GSA has identified the following situations that will likely disqualify a contractor from receiving an award under this or future Task Order due to an Organizational Conflict of Interest. The contractor receiving a Task Order award will likely be considered to have a conflict of interest that cannot be mitigated if it has:

- Substantially participated in the development of requirements or solicitations released by SSD and its contracting office.
- Other knowledge that would give the contractor an unfair advantage in a related acquisition.

As a result of the Contractor's unique position in performing this Task Order, the Contractor will further agree that *due to the nature of this Task Order, the likelihood of being excluded from any solicitation issued by this office are high. Business intelligence*

acquired from its unique position could give it an unfair advantage, or the appearance of an unfair advantage.

I.2.5 Mitigation Plan

GSA will review any mitigation plan submitted to determine whether the plan fully and adequately addresses the potential organizational conflict of interest concern. As such, an offeror described above may be eligible for award with the appropriate mitigation plan. This should be done as soon as there is a recognition of the possibility of an OCI, not only when an OCI triggering event actually occurs.

However, it would be advantageous for the contractor to:

- Avoid assisting SSD with writing of requirements and or solicitations in which the contractor may have an interest in participating.
- Avoid leakage of information from participants on this Task Order to proposal teams in the company, or to management, who might inadvertently transmit information to proposal teams in the company.

I.3 CENTRAL CONTRACTOR REGISTRATION (CCR)/SAM

The Contractor shall register in the Central Contractor Registration ((**SAM**) system, which is a central database in support of Agency missions, prior to being awarded a contract (FAR 52.204-7). This registration is now part of the SAM.gov website. The registration requires the Contractor's Data Universal Numbering System (DUNS) number.

I.4 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION CLAUSES

52.204-2 Security Requirements (Aug 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with—

(1) The Security Agreement ([DD Form 441](#)), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

Note: If needed, the Government intends to exercise the option or options under FAR 52.217-8 without further competition or need for justification for other than full or open competition or limited source justification or sole source justification. For the purposes of evaluation, the potential need to exercise the option under FAR 52.217-8 to extend the period of contract performance for the maximum period of six (6) months beyond the last option period will be considered the same for all offerors. In considering the price of

the base period and any options periods, the Government will consider that if the extension of service clause (FAR 52.217-8) is exercised, it will be on the exact same rates and terms, other than length of performance, as the base or option period being extended.

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 10 days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

52.217-71 Notice Regarding Option(s) (Nov 1992)

The General Services Administration (GSA) has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

52.219-14 Limitations on Subcontracting (Nov 2011)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) Applicability. This clause applies only to—
 - (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
 - (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and
 - (3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).
- (c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—
 - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.*
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.*
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.*

52.224-1 Privacy Act Notification (Apr 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 ([5 U.S.C. 552a](#)) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

52.224-2 Privacy Act (Apr 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

52.237-3 CONTINUITY OF SERVICES (Jan 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

552.204-9 Personal Identity Verification Requirements (Oct 2012)

(a) The contractor shall comply with GSA personal identity verification requirements, identified at <http://www.gsa.gov/hspd12>, if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

552.236-75 Use of Premises (Apr 1984)

(a) If the premises are occupied, the Contractor, his subcontractors, and their employees shall comply with the regulations governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the Contracting Officer for determination.

(c) If the premises are occupied, the Contractor, his subcontractors and their employees shall not have access to or be admitted into any building outside the scope of this contract except with official permission.

552.239-70 Information Technology Security Plan and Security Authorization (Jun 2011)

All offers/bids submitted in response to this solicitation must address the approach for completing the security plan and certification and security authorization requirements as required by the clause at [552.239-71](#), Security Requirements for Unclassified Information Technology Resources.

552.239-71 Security Requirements for Unclassified Information Technology Resources (Jan 2012)

(a) *General.* The Contractor shall be responsible for information technology (IT) security, based on General Services Administration (GSA) risk assessments, for all systems connected to a GSA network or operated by the Contractor for GSA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor has physical or electronic access to GSA's information that directly supports the mission of GSA, as indicated by GSA. The term information technology, as used in this clause, means any equipment, including telecommunications equipment that is used in the automatic acquisition, storage, manipulation, management, control, display, switching, interchange, transmission, or reception of data or information. This includes major

applications as defined by OMB Circular A-130. Examples of tasks that require security provisions include:

- (1) Hosting of GSA e-Government sites or other IT operations;
- (2) Acquisition, transmission, or analysis of data owned by GSA with significant replacement cost should the Contractors copy be corrupted;
- (3) Access to GSA major applications at a level beyond that granted the general public; e.g., bypassing a firewall; and
- (4) Any new information technology systems acquired for operations within the GSA must comply with the requirements of HSPD-12 and OMB M-11-11. Usage of the credentials must be implemented in accordance with OMB policy and NIST guidelines (e.g., NIST SP 800-116). The system must operate within the GSA's access management environment. Exceptions must be requested in writing and can only be granted by the GSA Senior Agency Information Security Officer.

(b) *IT Security Plan*. The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractors IT Security Plan shall comply with applicable Federal laws that include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002, and the E-Government Act of 2002. The plan shall meet IT security requirements in accordance with Federal and GSA policies and procedures. GSA's Office of the Chief Information Officer issued "CIO IT Security Procedural Guide 09-48, Security Language for Information Technology Acquisitions Efforts," to provide IT security standards, policies and reporting requirements. This document is incorporated by reference in all solicitations and contracts or Task Orders where an information system is contractor owned and operated on behalf of the Federal Government. The guide can be accessed at <http://www.gsa.gov/portal/category/25690>. Specific security requirements not specified in "CIO IT Security Procedural Guide 09-48, Security Language for Information Technology Acquisitions Efforts" shall be provided by the requiring activity.

(c) *Submittal of IT Security Plan*. Within 30 calendar days after contract award, the Contractor shall submit the IT Security Plan to the Contracting Officer and Contracting Officers Representative (COR) for acceptance. This plan shall be consistent with and further detail the approach contained in the contractors proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as accepted by the Contracting Officer and COR, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan.

(d) *Submittal of a Continuous Monitoring Plan*. The Contractor must develop a continuous monitoring strategy that includes:

- (1) A configuration management process for the information system and its constituent components;
- (2) A determination of the security impact of changes to the information system and environment of operation;
- (3) Ongoing security control assessments in accordance with the organizational continuous monitoring strategy;
- (4) Reporting the security state of the information system to appropriate GSA officials; and
- (5) All GSA general support systems and applications must implement continuous monitoring activities in accordance with this guide and NIST SP 800-37 Revision 1, *Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach*.

(e) *Security authorization*. Within six (6) months after contract award, the Contractor shall submit written proof of IT security authorization for acceptance by the Contracting Officer. Such written proof may be furnished either by the Contractor or by a third party. The security authorization must be in accordance with NIST Special Publication 800-37. This security authorization will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This security authorization, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The Contractor shall comply with the accepted security authorization documentation.

(f) *Annual verification*. On an annual basis, the Contractor shall submit verification to the Contracting Officer that the IT Security plan remains valid.

(g) *Warning notices*. The Contractor shall ensure that the following banners are displayed on all GSA systems (both public and private) operated by the Contractor prior to allowing anyone access to the system:

Government Warning

WARNINGWARNING**WARNING**

Unauthorized access is a violation of U.S. law and General Services Administration policy, and may result in criminal or administrative penalties. Users shall not access other users or system files without proper authority. Absence of access controls IS NOT authorization for access! GSA information systems and related equipment are intended for communication, transmission, processing and storage of U.S. Government information. These systems and equipment are subject to monitoring by law enforcement and authorized Department officials. Monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed or stored in this system by law enforcement and authorized Department officials. Use of this system constitutes consent to such monitoring.

WARNINGWARNING**WARNING**

(h) *Privacy Act notification.* The Contractor shall ensure that the following banner is displayed on all GSA systems that contain Privacy Act information operated by the Contractor prior to allowing anyone access to the system:

This system contains information protected under the provisions of the Privacy Act of 1974 (Pub. L. 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Employees who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both.

(i) *Privileged or limited privileges access.* Contractor personnel requiring privileged access or limited privileges access to systems operated by the Contractor for GSA or interconnected to a GSA network shall adhere to the specific contract security requirements contained within this contract and/or the Contract Security Classification Specification (DD Form 254).

(j) *Training.* The Contractor shall ensure that its employees performing under this contract receive annual IT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as they may be amended from time to time during the term of this contract, with a specific emphasis on the rules of behavior.

(k) *GSA access.* The Contractor shall afford GSA access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, IT systems and devices, and personnel used in performance of the contract, regardless of the location. Access shall be provided to the extent required, in GSA's judgment, to conduct an inspection, evaluation, investigation or audit, including vulnerability testing to safeguard against threats and hazards to the integrity, availability and confidentiality of GSA data or to the function of information technology systems operated on behalf of GSA, and to preserve evidence of computer crime. This information shall be available to GSA upon request.

(l) *Subcontracts.* The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(m) *Notification regarding employees.* The Contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment when that employee has access to GSA information systems or data. If an employee's employment is terminated, for any reason, access to GSA's information systems or data shall be immediately disabled and the credentials used to access the information systems or data shall be immediately confiscated.

(n) *Termination.* Failure on the part of the Contractor to comply with the terms of this clause may result in termination of this contract.

52.252-2 Clauses Incorporated by Reference (Feb 1998).

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

52.204-6 *Data Universal Numbering System (DUNS) Number (Apr 2008)*
52.204-7, *Central Contractor Registration, (August 2012)*
52.219-22 *Small Disadvantaged Business Status (Oct 1999)*
52.219-28 *Post-Award Small Business Program Rerepresentation (Apr 2009)*
52.227-14, *Rights In Data—General, (DEC 2007)*
52.232-1 *Payments (Apr 1984)*
52.232-33, *Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003)*
52.232-34, *Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999)*
52.243-1 *Changes—Fixed-Price (Aug 1987) Alternate I (Apr 1984).*
52.246-4 *Inspection of Services—Fixed-Price (Aug 1996)*
52.246-25, *Limitation of Liability—Services, (Feb 1997).*

SECTION J: LIST OF ATTACHMENTS

Past Performance Criteria

J.1 The Offeror shall provide the requested information in the following table format for relevant project performance within the past five (5) years on a minimum of two (2) contracts or delivery/task orders, similar in size, scale, scope, and nature to this requirement, and provide references to show how the Offeror has performed similar work. The Offeror's proposal must connect the relevance of past performance on similar projects to this project and demonstrate a comprehensive understanding of the Government's requirements.

CONTRACT 1:

REQUESTED INFORMATION	CONTRACTOR'S RESPONSE
Project Name:	
Government agency (including Program Office):	
Government agency contact information. Provide a point of contact with your customer on this contract that we may reach out to for verification purposes:	
What was the period of performance (time frame when actual work was performed), and the place of	

performance of this contract? Please include the \$ value:	
Did the contract deliver on time without any delays? If no, please explain?	
Brief description of contract work, scope (same or similar work), and complexity (specific responsibilities), including activities that were performed: (Please describe your work for this project; for example did you build a database)	
Briefly describe the outcome of the overall project:	
Were there any unique technical problems encountered? How were they resolved?	
Provide an example of how you demonstrated the ability to react quickly and effectively to changing requirements, <i>i.e., un-predetermined mission changes, deployment of personnel, states of emergency declared by the Federal Government, new technologies, new Presidential mandates, and other directives?</i>	
Was this contract or any portion thereof, subject to accelerated or surge deliverables? If yes, please explain:	
Include a copy of any past performance information already available from the contacts:	

CONTRACT 2:

REQUESTED INFORMATION	CONTRACTOR'S RESPONSE
Project Name:	
Government agency (including Program Office):	
Government agency contact information. Provide a point of contact with your customer on this contract that we may reach out to for verification purposes:	

What was the period of performance (<i>time frame when actual work was performed</i>), and the place of performance of this contract? Please include the \$ value:	
Did the contract deliver on time without any delays? If no, please explain?	
Brief description of contract work, scope (same or similar work), and complexity (specific responsibilities), including activities that were performed: (Please describe your work for this project; for example did you build a database)	
Briefly describe the outcome of the overall project:	
Were there any unique technical problems encountered? How were they resolved?	
Provide an example of how you demonstrated the ability to react quickly and effectively to changing requirements, <i>i.e., un-predetermined mission changes, deployment of personnel, states of emergency declared by the Federal Government, new technologies, new Presidential mandates, and other directives?</i>	
Was this contract or any portion thereof, subject to accelerated or surge deliverables? If yes, please explain:	
Include a copy of any past performance information already available from the contacts:	

SECTION K Representations, certifications, and other statements of offerors

K.1 NAICS

The North American Industry Classification System (NAICS) for this acquisition

NAICS: 541512 (Computer-Systems Integration Analysis and Design Services; Systems Integration Design Consulting Services, Computer)

K.2 Representations and Certifications (ORCA)/SYSTEM FOR AWARD MANAGEMENT (SAM)

Contractors shall use the ORCA/SAM electronic systems for the submission of Representations and Certifications <https://orca.bpn.gov/> .

Dun and Bradstreet Number and Tax Identification Number (TIN) shall be provided in the proposal.